15CV4917

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
------------------------------------x

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CHARLES MUHAMMAD
Plantiff
-against-
BLACK ENTERPRISE MAGAZINE, EARL GRAVES G. Lab. Defendant
------------------------------------x

COMPLAINT

Statutory obligation, Malicious Prosecution (2); Fraudulent concealment; Accessory obligation; Collusion (1)., Federal Question 28 U.S.C.A § 1331, Art. III U.S. Constitution IV Amend. Const. illegal search and seizure. 28 U.S.C. § 1915 (a)(1).

I

PARTIES

The plaintiff a citizen of the United States of America was put in jail because he inquired about pre-paid subscription. Defendants are now and at all times material to this action: "Wealth Maximization".

II

JURISDICTION

(1) Continuing-jurisdiction doctrine (1966) 1. the rule that a court retains power to enter and enforce a judgement over a party even though that party is no longer subject to a new action. [Cases: Courts (Key) 30.]. Also a government's general power to exercise authority over all persons and things within its territory.
(2) A Court's power to decide a case or issue a decree: For example. This suit brought under 42 U.S.C. § 1983, and the First and Fourteenth Amendments to the United States Constitution.

(Cont on - 2)

(Cont. fr.-1)

Jurisdiction

this case's jurisdiction in this Court is based on 28 U.S.C. § 1343 (showing involvement of federal with State officials.

VENUE

This Court has venue to hear this case because the cause of action arose in Manhattanville Post Office in Harlem, New York.

IV FACTS OF THE CASE

The problem is loss (1) The failure of Publisher of "BLACK Enterprise Magazine" publisher Earl Graves obligation of selecting United States Postal Service as their method of delivering their product to their customers Litigant had a contract with U.S.P.S. to put all their mail into box space paid for in advance: Publisher only paid for what they sent through the mail; breached by USPS - BLACK Enterprise publisher collected prepaid subscriptions - had no guarantee magazine would reach subscribers. Negligence, and Reckless, carelessness caused [illegible] of loss to customers. Conscious indifference by Earl Graves, of direct loss. (USC).

V LEGAL THEORY

The acts of defendants each of them, [illegible] deprived plaintiff of return on investment in BLACK Enterprise organization's promises. continuing tress pass [Cases: TRESPASS (Key) 8.1.]

(Cont. on -3)

Cont, from 2

VI
REMEDY DESIRED

Plaintiff request Court to direct Mr. Graves to produce receipt for money sent by the plaintiff for product. (Writ of restitution;) the prima facie case establishment of FAKE RECORDS — no receipts, No (if any) products — (2). Mr. Earl Graves refused to assist Mr. Muhammad in his complaint against U.S.P.S. — their duty; moral obligation connected to conditional obligation [cases: Contracts (Key) 218] The obligor U.C.C. § 9-102(a)(59; determinate obligation; for example, concealment rule or fraudulent concealment. [cases: Fraud (Key) 16.] Question before the Court is defendant "accessory after the fact; why has plaintiff been treated so harshly — "for trying to purchase a magazine? "Violators will be prosecuted to the full extent of the law" (except those hiding in Pres. Nixon's U.S.P.S.")

I declare under penalty of perjury that the foregoing is true, correct.

Dated: New York NY
June 16, 2015

[signature]
Charles Ibn Muhammad
900 Franklin Ave. #5
Newark NJ 07107
Pro Se

cc:

Mr. Earl Graves
Black Enterprise MAG.
130 5th Ave.
New York NY

EXHIBIT-1

14-cv-926(SLT)
14-cv-1290(SLT)

MEMORANDUM (3)
(Persuasive memorandum)
(5 F.R.D. @ 429-480 (Ill.)

The trial courts determination of this litigation as "frivolous" falls short in that their survey of facts and law do not encompass the Constitution's or Congress' intent: "equal justice under the law"; not a private commodity established through kidnapping, and chattel slavery. The laws, and constitution direct the lower court to not encumber pro se with this slop. A resident of the slum neighborhood must have access to federal court trial, with fairness, to government workers, or disabled. Due process has not meant to choke - which appoints appellate jurisdiction in like circumstances. 42 U.S.C.A. § 1915 (1982); Fed. R. Civ. P. 8(a). Ambience demands: "Let there 'BE LIGHT'". [Cases: Scire Facias(Key) 1.]

(Cont. on - 2)

EXHIBIT-1(a)
14-cv-926 (SCt)
14-cv-1290 (SCt)

(Cont. fr.—1) "Memorandum"
R60 § 2870 - Soldiers & Sailors Act
App. U.S.C.A. §§ 501 et seq.

Teacher's College, Columbia University (as many others) "stiffed" me out of approximately $5 mil. on business that contractors or City would not pay for P-A-R-K-I-N-G G-A-R-A-G-E $300 mil. due to unravel. After I was educated and before I was played out of Consultant, builder, Planning, sub-Contractor fees, or Commissions (handshakes). I am still Poor and disabled - with V.A. playing stuff games (security, directors, etc.) and fighting rip-off (by U.S.P.S. and Bd. of Govs.). If money talks why do we need judicial, Legislative, and Executive Systems?

I declare under penalty of perjury that the foregoing is true, correct.

Dated: NY:
June 17, 2015

[signature]
Charles Ibn Muhammad

EXHIBIT – 2

Consider;

6/25/15

1. If the cost of reg. stamp is .50 up to 303. and

2. The cut of magazine is 16-20 038. How much is mailing (shipping) cost approx.?

3. Is company (shipper) or consumer (destination) billed;

so - if consumer is paying for (shipping) mailing to Post office - Box

Q. Is P.O. responsible for articles? or manufacturer (Publisher)?

Where Publisher fails to provide trailer - verifying receipt s/he is liable: for their product reaching the buyer. COURT'S DECISION!

OPINION: A. OBLIGATEE?
B. OBLIGATOR?
Both contracts violated.

NOTE: U.S.P.S. allegations in criminal court New York Also - see exhibits

EXHIBIT # 3

THE LEGAL AID SOCIETY

Criminal Defense Division

New York County
80 Lafayette Street
New York, N.Y. 10013
(212) 732-5000
JAMES V. VINCI, Attorney-in-Charge

HELEN L. BUTTENWIESER
Chairman of the Board

MICHAEL A. COOPER
President

ARCHIBALD R. MURRAY
Executive Director
& Attorney-in-Chief

CAESAR D. CIRIGLIANO
Attorney-in-Charge
Criminal Defense Division

3-13-85

Mr Charles Muhammad,

Judge McLaughlin gave me your letter to him and asked me to reply to your questions.

On December 19, 1984, in Part AP5, NYC Criminal Court, New York County your case was adjourned in contemplation of dismissal under section 170 55 of the Criminal Procedure Law. That means your case is not current and will be dismissed entirely on 6-19-85. all records of the arrest will then be expunged.

Sincerely

W Riley

The purpose of the Society is to render legal aid in the City of New York to persons who are without adequate means to employ other counsel.—By-laws of The Legal Aid Society.

EXHIBIT-4

CRIMINAL COURT OF THE CITY OF NEW YORK
COUNTY OF NEW YORK

CERTIFICATE OF DISPOSITION
NUMBER: 266527

THE PEOPLE OF THE STATE OF NEW YORK
VS

MUHAMMAD, CHARLES
Defendant

07/21/1928
Date of Birth

BORO HOTEL 125 ST
Address

0484300M
NYSID Number

N.Y. NY
City State Zip

09/18/1984
Date of Arrest/Issue

Docket Number: 4N077955

Summons No:

205.30 240.25
Arraignment Charges

Case Disposition Information:

Date	Court Action	Judge	Part
12/19/1984	ADJOURNED - CPL SECTION 170.55	MCLAUGHLIN, EDWARD F	AP5
06/19/1985	DISMISSED AND SEALED	LOWE, R	AP5

NO FEE CERTIFICATION

_ GOVERNMENT AGENCY _ COUNSEL ASSIGNED

_ NO RECORD OF ATTORNEY READILY AVAILABLE. DEFENDANT STATES COUNSEL WAS ASSIGNED

SOURCE _ ACCUSATORY INSTRUMENT _ DOCKET BOOK/CRIMS _ CRC3030[CRS963]

I HEREBY CERTIFY THAT THIS IS A TRUE EXCERPT OF THE RECORD ON FILE IN THIS COURT.

FANELLI, R
COURT OFFICIAL SIGNATURE AND SEAL

02/28/2012
DATE

FEE: NONE

(CAUTION: THIS DOCUMENT IS NOT OFFICIAL UNLESS EMBOSSED WITH THE COURT SEAL OVER THE SIGNATURE OF THE COURT OFFICIAL.)

Pursuant to Section 160.50 of the CPL

C Muhammad
9 Jefferson Ave #88
Newark NJ 07107

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United States District Court
United States Courthouse
500 Pearl Street
New York NY 10007

Attn: Pro Se Office

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